



## SQUARE FEET ARCHITECTS

8a Baynes Mews, London NW3 5BH • 0207 431 4500 • [studio@squarefeetarchitects.co.uk](mailto:studio@squarefeetarchitects.co.uk) • [www.squarefeetarchitects.co.uk](http://www.squarefeetarchitects.co.uk)

Planning Department  
London Borough of Camden  
2<sup>nd</sup> Floor  
5 Pancras Square  
c/o Town Hall  
Judd Street  
London  
WC1E 9JE

Delivered electronically through the Planning Portal

24<sup>th</sup> August 2016

Dear Sir / Madam,

### **Re – 40 Arkwright Road London NW3 6BH**

We are pleased to submit the following information in support of an application for permission to carry out alteration works to the front garden of the above property:

- Existing and proposed drawings as listed on the attached drawing issue sheet;
- Design and Access Statement;
- Landscaping design documents prepared by Mark Laurence Landscaping Design;
- Highways Statement with attachments prepared by Bellamy Roberts (with attachments);
- Arboricultural mitigation planting report prepared by Raphael Skerratt (with attachments).

The application form and ownership certificates have been completed and payment made through the Planning Portal.

I trust the submitted information is self explanatory but please don't hesitate to contact me – by email preferably at [gavin.challand@squarefeetarchitects.co.uk](mailto:gavin.challand@squarefeetarchitects.co.uk) if you need any further information or clarification.

Kind regards,

Gavin Challand BA(Hons) BArch RIBA  
For and on behalf of **SQUARE FEET ARCHITECTS LTD.**

**From:**

Brian Chadwick and Gitta Madani  
40 Arkwright Road  
London NW3

**AGREEMENT**

The Client, Brian Chadwick and Gitta Madani, wish to appoint the Architect, Square Feet Architects Ltd, for the Project and the Architect has agreed to accept the appointment.

It is agreed that in accordance with the terms of this agreement the Architect performs the Services and the Client pays the Architect for the Services and performs the Client's obligations.

The agreement comprises of the following attachments listed below each identifying the Project, the Client and the Architect and initialled by the parties before signing this Agreement.

- *The RIBA Conditions of Appointment for an Architect for a Domestic Project 2010 with schedule Small Project Services Schedule.*
- *Our letter dated 1<sup>st</sup> August 2016.*
- *Terms and Conditions*

This agreement is subject to the law of England & Wales.

This Agreement was made as a simple contract on:

..... of ..... 2016.

Client: Signed ..... Name .....

Architect: Signed ..... Name .....

Please insert details of the individual/organisation to whom future fee accounts are to be submitted if other than the addressee.

.....

If signing on behalf of a named organisation please provide details of your position within that organisation.

.....

## **PROJECT SERVICES SCHEDULE**

The Services shall be performed in accordance with this schedule in stages:

### **Stages AB - Preparation**

- ☐ Visit the property and carry out initial appraisal
- ☐ Assist the Client in preparing the Client's requirements
- ☐ Discuss alternative solutions for the project
- ☐ Advise on the need for services by consultants or specialists
- ☐ Arrange: survey of site and/or buildings
- ☐ Arrange investigation of soil or structural conditions

### **Stages CD - Design**

- ☐ Prepare a preliminary design and discuss with the Client
- ☐ Develop the final design
- ☐ Provide information for an approximate estimate of cost
- ☐ Submit the final design proposals and approximate cost approval
- ☐ Make an application for detailed planning permission / CLD

### **Stages EFG - Construction Information**

- ☒ Co-ordinate and integrate any designs provided by others
- ☒ Prepare drawings and other information in sufficient detail to enable a tender or tenders to be obtained
- ☒ Make an application for Building Regulations approval
- ☒ Prepare a schedule of works
- ☒ Advise on an appropriate form of building contract, its conditions and the responsibilities of the Client, the consultants and the builder.

### **Stages H - Tender Action**

- ☒ Prepare documents required for tendering process
- ☒ Advise on potential builders to be invited to tender for the work
- ☒ Invite, appraise and report on tenders

### **Stages JK - Construction Work**

- ☐ Advise on the appointment of a builder
- ☐ Prepare the building contract and arrange for it to be signed
- ☐ Provide the builder with the information required for construction
- ☐ Visit the site to see that the work is proceeding generally in accordance with contract
- ☐ Certify payments for work carried out or completed. Advise on final costs
- ☐ Provide or obtain record drawings showing the building and its services
- ☐ Give general advice on maintenance

### **Stages L - After Handover**

- ☐ Make final inspection and advise on resolution of any defects
- ☐ Agree final account and issue a final certificate

### **Other Services**

- ☐ Undertake duties as 'principal designer' as set out in the Construction (Design & Management) Regulations 2015 during the pre-construction phase.
- ☐

The following activities do not form part of the Services unless identified as 'Other Services' above:

- Models and special drawings.
- Negotiating approvals by statutory authorities, planning resubmissions or appeals.
- Making submissions to and negotiating approvals by landlords, freeholders etc.
- Preparing a schedule of dilapidations.
- Services in connection with Party Wall negotiations.
- Negotiating a price with a builder (in lieu of tendering).
- Dealing with extensions of time and contractor's claims.
- Services in any dispute between the Client and another party.
- Services following damage by fire and other causes.
- Services following suspension, termination of any contract or agreement with or the insolvency of any other party providing services to the project.
- Services in connection with government and other grant.

## TERMS AND CONDITIONS

### General

1. We confirm that the attached RIBA *Conditions of Appointment of an Architect for a Domestic Project* together with other terms set out in the attached letter will apply.
2. The services we will provide are shown on the attached Schedule of Services for Small Works. If it becomes necessary to vary the services we will let you know, and we can discuss how this might be arranged.
3. Before implementing any changes required to the Services or an approved design, the basis for any consequential change to the fees or expenses will be agreed with you.
4. For your information we are providing a link to Guidance for Clients on Health and Safety, published by the HSE. [www.hse.gov.uk/construction/cdm](http://www.hse.gov.uk/construction/cdm)
5. This includes for 2 visits each month to site in connection with site inspections and administration of the building contract.

### Payment

6. Accounts will be submitted monthly and on completion of each stage for fees and other amounts due. The final dates for payment of our account is 14 days after the date of issue. Please note that any sums remaining unpaid after 14 days will bear interest plus reasonable debt recovery costs as condition 5.12.
7. Our fees for Other Services or any additional services will be charges on a time basis at the following rates:  
  
£ 120     per hour for directors/partners  
£ 95     per hour for architectural staff  
£ 75     per hour for other staff as appropriate.
8. The following expenses properly incurred in connection with our appointment will be charged in addition to fees at net cost plus a handling charge of 15% of the outlay
  - obtaining or making copies of drawings and other documents;
  - purchase of maps and printed contract documentation;
  - photography;
  - travel
  - statutory fees
9. VAT, where applicable, is chargeable on the net value of our fees and expenses.

### Liabilities

10. We discussed the potential risks associated with your project and agreed that liability to you for loss or damage, subject to condition 7.2.1, will be limited to ££1,000,000 in respect of each and every claim or series of claims arising out of the same originating cause.
11. Until the expiry of the liability period, professional indemnity insurance cover will be maintained for that amount to be available for our Project except for claims arising out of: pollution and contamination, where the annual aggregate limit is £1,000,000 asbestos and fungal mould, where the limit for any one claim and in the aggregate is £1,000,000.  
Documentary evidence of the insurance can be provided, if required.

### Disputes

12. Either party can refer any dispute to adjudication or the courts in accordance with Condition 9. Please also note Conditions 5, 7 and 10.
13. My practice aims to provide a professional standard of service, but if at any time you are not satisfied, please bring the issue to my attention as soon as possible and we can discuss how to resolve the issue as per the conditions.

## A couple of references ...

### from Mr & Mrs A

*Dear Dan*

*Jackie and I wanted to the year by telling you how pleased we are with all you have done for us and that we are delighted with our new home. It has been a pleasure working with you and we are very grateful to you for your advice and inspiration. You have made the often-difficult task of designing, planning and arranging the building of our extension and the ancillary works an (almost) painless and (mostly) pleasurable experience.*

*Clearly there have been some difficulties, as there inevitably are in any refurbishment project, but none of them have been of your making. We've appreciated your efforts in attempting to sort out such problems that have arisen. Thank you!*

*We wish you and your family all the very best for the New Year and we hope that next year is a successful, profitable and happy year for you.*

*Best wishes*

### from Mrs & Mrs W-J

*We made contact with Square Feet Architects as a result of a personal recommendation when considering an extension to our house. From the off, Daniel was full of ideas as to how best to increase the living space on our ground floor.*

*He developed a beautiful design, which made everything it could off the limited space available, and was very responsive to our comments and questions. To a certain extent, developing the initial design is a tiny fraction of the work of an architect on a relatively small job, and Daniel proved far better than other architects we've worked with at the more practical elements of developing a budget, tendering the design to building contractors and reviewing the responses, submitting the initial planning application and then working closely with the planning officers to ensure a successful second application, he likewise was very active in coordinating the other certifications (party wall applications etc.).*

*During the works, Daniel was responsive and kept the contractors on a tight leash, and fostered very much a team feeling where our ideas and those of the builder as the work progressed could be incorporated into the finished build. All in all, we would highly recommend Daniel and his team at Square Feet, and would be happy to discuss further with potential clients.*

*Many thanks again for the hard work of the team at Square Feet.*

